

Composite Exhibit 4



January 23, 2022

Port Hamilton Refining and Transportation, LLLP
2555 Ponce de Leon Boulevard, Suite 600
Coral Gables, Florida 33134
Attn: Thomas V. Eagan
Email: teagan@rascoklock.com

RE: Letter Agreement Regarding Provision of Shared Services

This letter agreement (the “**Agreement**”) is made by and between Limetree Bay Terminals, LLC (“**LBT**”) and Port Hamilton Refining & Transportation, LLLP (“**Port Hamilton**”; LBT and Port Hamilton, each a “**Party**” and collectively, the “**Parties**”) for the provision of certain services by LBT to Port Hamilton in connection with its acquisition and operation of the refinery (the “**Refinery**”) from Limetree Bay Refining, LLC (“**LBR**”).

LBR and certain of its affiliates are currently debtors in a jointly administered bankruptcy proceeding (the “**Bankruptcy Proceeding**”) pending in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) under case number 21-32351 (DRJ). In connection with the Bankruptcy Proceeding, LBR conducted an auction for substantially all its assets, including the Refinery. Port Hamilton and its affiliate, West Indies Petroleum Limited (“**WIPL**” and together with Port Hamilton, the “**Purchasers**”), were the winning bidders. On December 21, 2021, the Court entered an order approving the sale of the Refinery and certain other assets of LBR to the Purchasers. The closing date for this sale is currently scheduled for January 21, 2022 (the “**Closing Date**”).

LBT provides certain services (the “**Shared Services**”) to LBR pursuant to that certain Shared Services Systems Agreement dated as of November 30, 2018 (the “**Shared Services Systems Agreement**”) by and among LBT, LBR, and Limetree Bay Refining Marketing, LLC. The Shared Services Systems Agreement, however, was not assumed by Port Hamilton in connection with the Bankruptcy Proceeding.

Upon execution of this Agreement, LBT hereby agrees to continue to provide the same level of Shared Services it previously provided to LBR prior to the Closing Date to Port Hamilton for a period of 2 weeks following the Closing Date, through and including February 7, 2022 (the “**Agreement Period**”). These services shall be invoiced weekly and provided at actual cost incurred plus the lesser of: (x) twenty (20) percent; and (y) twenty-five thousand dollars (\$25,000 USD per week). Notwithstanding the foregoing, fuel shall be invoiced on a pre-paid basis and provided on an actual cost basis without mark-up. The Agreement Period may be extended upon the written consent of both Parties in their respective sole and absolute discretions.

As a condition of LBT’s provision of the Shared Services during the Agreement Period pursuant to this Agreement, Port Hamilton, immediately upon execution, but in no event later than three (3) calendar days of the Closing Date, will pay the amount of seven hundred and fifty thousand dollars (\$750,000 USD) to LBT (the “**Prepayment Amount**”). This Prepayment Amount represents the estimated cost of fuel bunkering during the Agreement Period.

Each Party shall indemnify, defend, and hold harmless the other for any claims relating to the provision of Shared Services during the Agreement Period, provided that any such claims are not the result of the negligence or willful misconduct of indemnified Party.


At the conclusion of the Agreement Period, LBT will issue an invoice to Port Hamilton for actual fuel costs incurred during the Agreement Period on behalf of Port Hamilton. Upon issuance of the invoice, LBT will apply the Prepayment Amount to the amount of the invoice. In the event the Prepayment Amount is insufficient to pay the full balance of the invoice, Port Hamilton shall pay the remaining balance to LBT within 2 business days of receipt of the invoice.

During the Agreement Period, the Parties shall work in good faith to negotiate and document a definitive agreement for the provision of the Shared Services after the conclusion of the Agreement Period. Absent such definitive agreement, LBT shall have no further obligation to provide any Shared Services to Port Hamilton after February 7, 2022.

This Agreement is not a binding agreement for LBT to provide the Shared Services after February 7, 2022. Both Parties reserve all rights in connection with the provision of the Shared Services and any definitive agreement with respect thereto after the Agreement Period.

AGREED TO AND ACCEPTED BY:

Limetree Bay Terminals, LLC

By: 
Name: Jeffrey Rinker
Title: CEO

Port Hamilton Refining and Transportation LLLP

By: _____
Name: _____
Title: _____

Each Party shall indemnify, defend, and hold harmless the other for any claims relating to the provision of Shared Services during the Agreement Period, provided that any such claims are not the result of the negligence or willful misconduct of indemnified Party.

At the conclusion of the Agreement Period, LBT will issue an invoice to Port Hamilton for actual fuel costs incurred during the Agreement Period on behalf of Port Hamilton. Upon issuance of the invoice, LBT will apply the Prepayment Amount to the amount of the invoice. In the event the Prepayment Amount is insufficient to pay the full balance of the invoice, Port Hamilton shall pay the remaining balance to LBT within 2 business days of receipt of the invoice.

During the Agreement Period, the Parties shall work in good faith to negotiate and document a definitive agreement for the provision of the Shared Services after the conclusion of the Agreement Period. Absent such definitive agreement, LBT shall have no further obligation to provide any Shared Services to Port Hamilton after February 7, 2022.

This Agreement is not a binding agreement for LBT to provide the Shared Services after February 7, 2022. Both Parties reserve all rights in connection with the provision of the Shared Services and any definitive agreement with respect thereto after the Agreement Period.

AGREED TO AND ACCEPTED BY:

Limetree Bay Terminals, LLC

By: _____
Name: _____
Title: _____

Port Hamilton Refining and Transportation LLLP

Virgin Islands Refining Company LLC
By: Thomas V. Egan
Name: Thomas V. Egan
Title: Manager



LIMETREE BAY
TERMINALS, LLC

February 7, 2022

Port Hamilton Refining and Transportation, LLLP
2555 Ponce de Leon Boulevard, Suite 600
Coral Gables, Florida 33134
Attn: Thomas V. Eagan
Email: teagan@rascoklock.com

RE: Amendment No. 1 to Letter Agreement Regarding Provision of Shared Services

On or about January 23, 2022, Limetree Bay Terminals, LLC ("**LBT**") and Port Hamilton Refining & Transportation, LLLP ("**Port Hamilton**"; LBT and Port Hamilton, each a "**Party**" and collectively, the "**Parties**") entered into that certain Letter Agreement Regarding Provision of Shared Services (the "**Agreement**").

Now, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of the Term: The Agreement Period is hereby extended through and including February 21, 2022 (the period between February 7, 2022 through and including February 21, 2022, the "**Extension Period**");
2. Additional Pre-Payment Amount: Immediately upon execution of this Amendment No. 1, but in no event later than February 10, 2022, Port Hamilton will pay the amount of Five Hundred Thousand Dollars (\$500,000 USD) to LBT (the "**Additional Prepayment Amount**"). This Additional Prepayment Amount represents the estimated cost of fuel bunkering during the Extension Period, and any overages or shortfalls arising out of the fuel balance accounting shall be credited or debited in the following two week period;
3. All other Terms Remain in Full Force and Effect: Except as expressly modified by this Amendment No. 1, all terms of the Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED BY:

Limetree Bay Terminals, LLC

By: MAV
Name: Mark A. Chavez
Title: General Counsel

Port Hamilton Refining and Transportation LLLP

By: Virgin Islands Refining Company LLC General Partner
Name: Hamilton Energy Investments, Manager
Title: Manager



February 18, 2022

Port Hamilton Refining and Transportation, LLLP
2555 Ponce de Leon Boulevard, Suite 600
Coral Gables, Florida 33134
Attn: Thomas V. Eagan
Email: teagan@rascoklock.com

RE: Amendment No. 2 to Letter Agreement Regarding Provision of Shared Services

On or about January 23, 2022, Limetree Bay Terminals, LLC ("**LBT**") and Port Hamilton Refining & Transportation, LLLP ("**Port Hamilton**"; LBT and Port Hamilton, each a "**Party**" and collectively, the "**Parties**") entered into that certain Letter Agreement Regarding Provision of Shared Services (the "**Agreement**"). Thereafter, the Parties entered into that certain Amendment No. 1 to Letter Agreement Regarding Provision of Shared Services dated February 7, 2022.

Now, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of the Term: The Agreement Period is hereby extended through and including March 21, 2022 (the period between February 21, 2022 through and including March 21, 2022, the "**Extension Period**");
2. Additional Pre-Payment Amount: Immediately upon execution of this Amendment No. 2, but in no event later than February 24, 2022, Port Hamilton will pay the amount of \$575,000.00 USD and a second payment in the amount of \$575,000 in no event later than March 11, 2021 to LBT (the "**Additional Prepayment Amount**"). This Additional Prepayment Amount represents the estimated cost of fuel bunkering during the Extension Period, and any overages or shortfalls arising out of the fuel balance accounting shall be credited or debited in the following two week period;
3. All other Terms Remain in Full Force and Effect: Except as expressly modified by this Amendment No. 2, all terms of the Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED BY:

Limetree Bay Terminals, LLC

By: MAV
Name: Mark A. Chavez
Title: General Counsel

Port Hamilton Refining and Transportation LLLP

By: Thomas V Eagan
Name: Thomas V Eagan
Title: Manager